

**WHEATLAND TOWNSHIP
AGREEMENT FOR SOLID WASTE HAULING SERVICES**

THIS AGREEMENT is entered into this ___ day of _____ 2018, by and between Wheatland Township, 4232 Tower Court, Naperville, IL 60564, a unit of local government (hereinafter referred to as the "Township"), and Environmental Recycling and Disposal Services, Inc. 2145 Moen Ave., Rockdale, IL 60436, (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the Township is authorized by law and referendum to license and contract with Contractor for the exclusive collection, transfer and disposal for solid waste, recycling and yard waste in the unincorporated areas of the Township; and

WHEREAS, the Township has solicited Requests for Proposal (RFP) from qualified companies to provide such services, and received a proposal from the Contractor; and

WHEREAS, the Township has determined that it is in the best interest of the Township and will further the public health, safety, and welfare of the residents of the Township to enter into this agreement.

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the Township and the Contractor as follows:

1. Incorporation of Preambles. The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.
2. Definitions. For the purposes of this Agreement, the following terms shall be defined as follows:
 - (a) Refuse. "Refuse" shall mean all discarded and unwanted putrescible and non-putrescible garbage, refuse and other waste material from residential units, including but not limited to, household and kitchen waste, including but not limited to food, food residues, and materials used for packaging, storing, preparing and consuming the same, usually defined as "garbage," and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including but not limited to, aluminum, and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper of all types, including newspapers, books, magazines, and catalogs, boxes and cartons, cold ashes, furniture, furnishings, and fixtures, household appliances of all kinds, textiles and leather, animal waste, toys and recreational equipment, and similar items except any matter included in the definition of Excluded Waste. Refuse shall include small amounts of construction debris and materials not exceeding one (1) cubic yard that one person can load into the collection vehicle. For the purposes of the Agreement, the terms "garbage," "refuse," "rubbish," and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

- (b) Recyclables. “Recyclables” or “Recyclable Material(s)” shall mean Single Stream, Commingled Recyclables and/or Paper Recyclables, which generally conform to the specifications set forth by the State of Illinois, or other materials which the Township and the Contractor, by agreement, may designate as Recyclables from time to time collected within the jurisdiction of the Township. These materials, depending on processing facilities and markets, shall include but not be limited to, office paper, brown paper bags, corrugated boxes, frozen food packages, magazines, catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging, and table top containers, formed steel containers, glass bottles and jars, HDPW (#2) plastic, PET (#1) plastic containers, PVC (##) plastic containers, HDPE (#4) pliable and rigid plastic containers, PP(#5) pliable and rigid plastic, steel cans, empty and dry steel paint cans and lids, in addition to any other others which a processing facility may accept.
- (c) Yard Waste. “Yard Waste” or “Landscape Waste” shall mean grass or shrubbery clippings, leaves, tree droppings such as pine cones and crabapples, tree limbs or branches less than four (4) inches in diameter, aquatic weeds, other yard and garden trimmings and other organic waste material accumulated as the result of the care of lawns, gardens, shrubbery, vines, and trees no more than thirty-three (33) gallons or fifty (50) pounds in weight. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste for purposes of this Agreement and shall be disposed of as refuse.
- (d) Bulk Goods. “Bulk Goods” or “Large Household Items” shall mean any discarded and unwanted items which are too large or too heavy to fit in the approved solid waste containers normally utilized for household waste and are 100 pounds or less including but not limited to, large household furnishings, including but not limited to, tables, chairs, mattresses, box springs, sofas, and similar furniture.
- (e) White Goods. “White Goods” shall mean “White Goods” as defined in Section 5/22.28 of the Environmental Protection Act, as amended from time to time. These items shall include, but are not limited to, refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves and items containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components.
- (f) Curbside. “Curbside” shall mean adjacent to the street pavement, alley pavement, gutter and within five (5) feet thereof.
- (g) Special Pick up or Optional Service. “Special Pick Up” or “Optional Service” shall mean any pick-ups and/or collections that are not included in the selected service options.
- (h) Residence or Residential Unit. “Residence,” “Residential Unit,” or “Household” shall mean a single family, detached or attached, residential dwelling unit. Each single-family residential unit shall have a separate entrance and separately metered electric, water, and sewer facilities.

- (i) Contractor. "Contractor" shall mean Environmental Recycling & Disposal Services Inc., 2145 Moen Avenue, Rockdale, IL 60436.
- (j) Excluded Waste. "Excluded Waste" or "Unacceptable Waste" shall include Stable Matter, Medical, Hazardous and Special Waste as defined by State or Federal law or regulation, vehicle batteries, large automobile parts, automobile or other vehicle tires and any other material which cannot be disposed of at an Illinois sanitary landfill. Yard Waste and/or White Goods and Electronics as defined by State and Federal law are not Excluded Waste.
- (k) Holiday. For purposes of the Agreement, the following shall be deemed as official holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

In the event that a holiday falls on a weekday, refuse, yard waste, and recyclable collection services shall be delayed one day after the official holiday. Holidays which fall on a Sunday will be observed the following Monday with service delayed one day the remainder of the week. Collection shall also be provided on the following Saturday, if necessary, as a result of an official holiday.

- (l) Disposal Unit. "Disposal Unit" (s) shall have different meanings as follows:
 - (i) For the purposes of refuse collection, a "disposal unit" shall mean any of the following: Contractor supplied sixty-five (65) gallon wheeled totes, or Contractor supplied ninety five (95) gallon wheeled totes, with wheels, suitable for lifting by one person, and no larger than thirty-three (33) gallon plastic bags of four (4) mil or greater thickness and weighing no more than fifty (50) pounds filled.
 - (ii) For the purpose of yard waste collection, a "disposal unit" shall mean a biodegradable two-ply, fifty (50) pound wet strength Kraft, or similar, paper bag designed for yard waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, or a water-tight metal or plastic reusable waste container with handles, no larger than thirty-three (33) gallons in capacity or fifty (50) pounds in weight and clearly marked "yard waste", or a securely tied bundle of brush or branches using biodegradable twine or string that does not exceed four (4) feet in length, two (2) feet in diameter, weight fifty (50) pounds or less, and is manageable by one (1) person.
 - (iii) For the purpose of recycling collection, a "disposal unit" shall mean a Contractor provided sixty-five (65) gallon or ninety-five (95) gallon wheeled tote that is clearly marked Recyclables.

- (m) Hazardous Waste. "Hazardous Waste" shall include, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, including future amendments thereto, and any applicable law.
 - (n) Limited Volume. "Limited Volume" or "Fixed Volume" shall mean limited curbside collection of refuse that fits into either a six-five (65) or ninety-five (95) gallon wheeled tote, rented to the residents by the Contractor, unlimited recyclables and one (1) bulk items on a weekly basis for a predetermined flat fee.
 - (o) Opt-Out. "Opt-Out" shall mean the residents of the service area have the right to opt-out of the selected service program with at least thirty (30) days written notice, provided to Contractor, prior to the effective date of the opt-out.
 - (p) Opt-In. "Opt-In" shall mean the residents of the service area have the right to opt-in to a selected service program upon at least thirty (30) days written notice, provided to Contractor, prior to the effective date of the opt-in.
 - (q) Emergency Pick Ups. Shall mean pick-ups or collections as a result of the catastrophic or *force majeure* events.
 - (r) Electronic Waste. All covered electronic devices which are banned from Illinois landfills as defined in 415 ILCS 150/10 of the Illinois Electronic Products Recycling and Reuse Act, as it may be amended from time to time, including but not limited to the following items: Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Discs, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistants (PDA's), Computer Cables, Zip Drives.
3. Exclusive Contract. The Contractor shall be the exclusive provider, subject to resident opt-out option, of curbside solid waste, yard waste, recyclables, bulk goods and white goods hauling and collection services to the residents of the unincorporated areas of the Township.
 4. Term. The term of this Agreement shall commence on the ___ day of _____ 2018, for an initial term of Five (5) year. Prior to the end of such term, the Township and the Contractor may choose to negotiate an extension of the Contract for an additional five (5) year period, with such amendments as they may mutually agree.

5. Independent Contractor. Contractor acknowledges that it is an independent contractor and that none of its employees, agents, or assigns are employees of the Township. The Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.
6. Contracting with Residents. The Contractor shall negotiate and contract directly with the residents of the unincorporated areas of the Township to provide collection services. The Township shall not be charged, or be liable, in anyway, for any costs, charges, or fees associated with the work performed by the Contractor pursuant to the terms of this Agreement.
7. Collection of Fees. The Contractor agrees to be solely responsible for the billing and collection of fees for the services rendered by Contractor pursuant to the terms of the Agreement. The Contractor shall invoice each resident directly in at least quarterly increments.

The Contractor further agrees to be solely responsible for the collection of any delinquent accounts and the disposition of all complaints regarding the fees for service. Where the Contractor intends to suspend or terminate collection service relative to a customer, the Contractor shall notify the customer in writing, at least ten (10) days prior to the suspension or termination of collection service, of the proposed suspension or termination date and the reason for said suspension or termination. The Contractor also agrees to notify the Township Supervisor of any terminated or discontinued service accounts.

8. Fixed Prices and Fees. The Contractor shall not charge any fees for payment by any particular method, and may not add any supplemental fees (e.g. fuel charges, environmental, etc.)
9. Additional Charges and/or Fees. Contractor will bill additional charges for any special services beyond the scope of this agreement. Fees may also be added for late payments or services reinstatements.
10. Taxes. The Contractor shall pay all sales, property, income and other taxes that are lawfully assessed against the Township or the Contractor in connection with the Contractor's facilities and the work performed pursuant to this Agreement.
11. Permits and Fees. The Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work to be performed by the Contractor pursuant to the terms of this Agreement and shall comply with all including, but not limited to inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement and provide copies of such to the Township upon request of the Township.
12. Insurance. The Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this Agreement, and any renewals thereof, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance

of work hereunder by the Contractor, its agents, representatives, employees, or subcontractors with limits NO Less than:

- 1) Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers Compensation and Employers' Liability: Employers Liability limits of \$1,000,000 per accident.

Wheatland Township, its officers, employees, agents, and volunteers shall be named, as additionally insured on all policies and Contractor shall provide certificates of insurance to the Township within ten (10) business days of final execution of the Contract.

The Contractor shall provide the Township with Certificate of Insurance indicating that such insurance coverage meets the requirements as set forth in this Paragraph 12. Should any of the insurance policies be cancelled before the expiration date, the issuing company will mail, to the Township, a thirty (30) day written notice of such cancellation. Contractor understands that the acceptance of the Certificate of Insurance and any other documents by the Township in no way release the contract from the requirements set forth herein.

13. Damages. The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from the careless operation of vehicles or careless handling or any receptacle. All property which suffers damage caused by negligent acts or omissions of Contractor, including but not limited to, waste receptacles, sod, mailboxes, or recycling bins shall be repaired or replaced as soon as possible with equivalent quality at the time of the damage and at no extra cost to the property owner.
14. Indemnification. The Contractor shall defend, indemnify and hold harmless the Township and its officers, elected and appointed officials, agents, and employees from any kind of liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to cost, and fees, including reasonable attorney's fees, judgements, or settlements, resulting from tor arising out of any negligent or willful act or omission on the part of the Contractor or its employees, agents, or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing herein shall be construed as a imitation or waiver of the defenses available to the Township and it's employees and agents, including but not limited to the Illinois Local Government Employees Tort Immunity Act, 7465ILCS 10/1-101 et seq.

15. Contractor Performance/Quality Control. The services to be rendered by Contractor hereunder shall be performed in a clean, orderly, efficient and workmanlike manner, with a neat, orderly, and courteous work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns, or similar hindrances, all to the reasonable satisfaction of the Township.

The Contractor shall, at each service address, close all covers on containers immediately after emptying and neatly return the containers where they were found. The Contractor shall handle all containers with reasonable care to avoid any spillage and/or damage. Any contents spilled by collection crews onto Township parkways, premises, curb and gutter, or streets shall be immediately cleaned in a workmanlike manner. The Contractor shall repair or replace, at its own expense, containers damaged as a result of its handling thereof, reasonable wear and tear excluded. The Contractor shall not be responsible for collection or cleaning of refuse, recyclables, or yard waste that has blown, fallen, leaked, or has been scattered from bags, cans, bins, wheeled totes, or other containers onto private property or roadways.

The Contractor shall prohibit the drinking or being under the influence of any alcoholic beverages and the ingestion or being under the influence of any controlled substance as defined by Illinois law by its drivers or crewmembers while on duty or during the course of performing their duties pursuant to the terms of this Agreement.

In the event that any of the Contractor's employees are deemed by the Township to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the written request of the Township the Contractor shall remove such employee from within the Township and furnish a suitable and competent replacement employee.

Contractor's drivers and crewmembers shall be attired at all times in a neat, professional manner. All permanent collection employees shall be required to wear a work uniform that included a shirt or jacket that clearly indicates that the employee is employed by the Contractor. Employees shall carry official company identification and shall present such identification upon request. Vehicle operators shall carry valid State of IL driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including gross vehicle weight and speed limits.

If Contractor fails to comply with any provision of the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA), the Illinois Fair Employment Practices Act, the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, or any other applicable law or regulation, the Contractor may be ineligible for future contracts or sub contracts, and this Agreement may be cancelled or voided, at the discretion of the Township in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

16. Days of Collection. The Contractor shall provide, at a minimum of once a week, same day refuse, yard waste, and recyclable collection service to all residential units of the Township that have not chosen to opt-out of service programs.

17. Hours of Operation. The starting time for collection services described herein shall not commence before 6:00 a.m. and shall cease no later than 6:00 p.m., unless authorized by the Township. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to Township residents with as little noise, disturbances, and destruction as possible. Non-collection due to agreed upon holidays or acts of God shall be the following day and shall include Saturday. If a holiday falls on a Sunday, it will be observed on Monday, delaying service by one day for the remainder of the week. For the purposes of this Agreement holidays to be observed by the Contractor are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
18. Collection Routes. Routes of collection shall be established by the Contractor and attached hereto as Exhibit C. All collection within a subdivision, and along a street if not within a subdivision, shall occur on the same week day. Should collection routes create hardship for the Township, the Contractor and the Township shall meet to review and modify the collection routes by mutual agreement.
19. Contractor Offices and Point of Contact. The Contractor shall establish and maintain an office and a local or toll-free telephone number through which it can be contacted directly for the receipt of service calls and complaints. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during the collection hours set forth herein. This service shall be operated Monday through Friday from 8:00 a.m. to 5:00 pm except on holidays or as otherwise directed by the Township.
20. Contact Information. The Contractor shall designate a representative from the Contractor, organization to serve as the direct contact person for the Township. Contact information, telephone number, fax number, email address, and mobile phone number shall be provided to the Township.
- In addition, the Contractor shall assign a specific route supervisor or field supervisors contact information, including name, telephone number, email address, and mobile number.
21. Public Service/Education Program and Service Brochures. The Contractor shall develop a Public Awareness Program to inform residents of the unincorporated areas of the Township of the benefits and other aspects included the Residential Refuse, Yard Waste, and Recycling Collection Service Program as well as the environmental matters relevant to municipalities and/or the Township specifically. The Public Awareness Program shall include, at a minimum, at no cost to the Township, the development of an information brochure. This brochure shall include, but is not limited to, the explanation of the program and services under this Agreement, how to opt-out of the program, how to opt-in the program, how residents can change their service, and the cost of service. The Township reserves the right to approve the materials to be delivered by the Contractor to Township residents including, but not limited to brochures, door hangers, leaflets, etc.

22. Labeling System for Materials Not Collected. The Contractor shall provide the Township with a labeling system for refuse containers that do not get collected. Each tag must provide a brief explanation as to why the material was not collected including, but not limited to overcapacity, container weight, unacceptable refuse, and the like. Any labeling systems need to be approved by the Township prior to use by the Contractor.
23. Web Portal. The Contractor shall maintain a web portal containing pertinent customer information, including but not limited to, services, collection schedule by area, contact information to field concerns or complaints, how to enroll in the informational E-mail program, how to opt-out of the program, how to opt-in the program, recognized holidays, specialty services etc.
24. Change in Service. If the Township wants to change the type of service provided during the term of this Agreement and has received mutual agreement from the Contractor, whose agreement shall not be unreasonably withheld including, but not limited to, the type of materials collected, methods of collection, variety or recyclable materials collected, etc., the Township shall have the option to initiate the change in service by notifying the Contractor in writing at least thirty (30) days prior to when such service is to begin. The Township and Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been given by the Township.
25. Vehicles and Equipment. The Contractor shall furnish to the Township, upon request, a complete list of all the vehicles to be used in the execution of this Agreement. All vehicles shall be maintained in good working order good repair, be well painted, and clean. All vehicles shall display the name of the Contractor, a local phone number, and ad vehicle identification number that is clearly visible on both sides of the vehicle.

All vehicles shall be fully enclosed, leak proof, and operate in such a way that no refuse, recyclables, or yard waste can leak, spill, or blow off a vehicle as a result of the vehicle operators failure to properly monitor the load. The Contractor shall be responsible for the immediate collection and clean-up of all litter.

The Township reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with this Agreement.

26. Overweight Vehicles. Overweight vehicles are the responsibility of the Contractor. The Contractor is required to comply with weight requirements and safety requirements as established by Illinois law or local code.
27. Senior Discount. The Contractor shall offer a significant, yet realistic, monthly discount for collecting services provided pursuant to this Agreement to all residents who are sixty (60) years of age or older at a minimum discount of at least ten percent (10%)

28. Opt-Out Option. All residents of the unincorporated areas of the Township shall participate in the collection service program unless they exercise their right to opt-out of the program. In order to opt-out of the program, residents shall notify the Contractor, in writing, thirty (30) days prior to the beginning of service or thirty (30) days prior to the effective date of opt-out. The Contractor may not charge any additional fees to residents exercising their right to opt-out of the program.

29. Opt-In Option. All residents not participating in the program, for any reason, may opt-in to the program by notifying the Contractor, in writing, of their intention to participate in the program no later than thirty (30) days prior to the date that the service shall begin. The Contractor shall charge the resident the same fees for service as set forth in Section 31 and may not charge any additional fees to opt-in.

30. Service Option Default. Residents of the unincorporated areas of the Township shall have the opportunity to enroll in the service programs listed in Paragraph 31 herein via US Mail, email or a call-in to Contractor. The deadline to enroll is _____, 2018, or a date mutually agreed upon by the parties hereto, with service beginning _____ 2018. Residents of the unincorporated areas of the Township will default to the opt-in service option unless notice is received via email at “email”, phone, or in writing to the Contractor sent via US Mail selecting “opting-out of the program”.

31. Residential Unit Collection Program. The residents of the unincorporated areas of the Township Solid Waste, Recycling, and Yard Waste Services Description and Rates.

(a) Collection. Participating Residential Units shall receive curbside collection of one (1) ninety-five (95) gallon tote for Refuse (as described in paragraph 2(a)) and one (1) ninety-five (95) gallon tote for recyclables (as described in paragraph 2(b)) for weekly service. The Contractor shall exchange the tote size, free of any cost to the resident, for a sixty-five (65) gallon wheeled tote for the collection of refuse or recyclables within the first thirty days of contract. After the thirty days an exchange fee will be charged for the exchange of tote size.

(b) Yard waste. Up to ten (10) “Kraft” bags of yard waste will be picked up on the same day as Refuse and Recyclables from April 1st through November 30th each year. All yard waste must be placed in “Kraft” paper biodegradable bags or ridged containers no more than thirty-three (33) gallon in capacity. Contractor will make available carts for rent for residents seeking additional carts. All carts must be properly identified as “Yard Waste”. Contractor will make available “Yard Waste Identification Labels” for residents.

All containers shall be placed along the curb or roadside in front of each residence appropriately for collection by the resident on the day of the scheduled collection as set forth in Schedule D.

(c) Rates.

June 1, 2018 to May 31, 2019	\$19.60
June 1, 2019 to May 31, 2020	\$19.99
June 1, 2020 to May 31, 2021	\$20.39
June 1, 2021 to May 31, 2022	\$21.22
June 1, 2022 to May 31, 2023	\$21.63

32. Township Facility Collection. The Contractor shall provide 2 – 2 cubic yard containers to the Township building (4232 Tower Court, Naperville, IL 60564) to be serviced weekly at no additional cost to the Township.
33. Special Pick Up. Contractor shall provide a customer with an estimate of the cost of special pick up service hereunder. The cost of such service shall be agreed to by the customer and the Contractor prior to rendering such service. Special pick up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the customer.
34. Emergency Pick Ups. The Contractor shall provide emergency services to the residents of the unincorporated areas of the Township affected by catastrophic or force majeure events beyond their control. The Contractor is expected to be a partner to the Township in emergency situations by providing as many emergency dumpsters as reasonably needed during the course of the emergency. Upon request, the Contractor shall provide emergency dumpster service at the prices that are listed on the Contractor’s website for the Township area.
35. Proper Disposal and Processing. Proper disposal and processing shall include:
- (a) General Requirements. The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations. The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site and shall be responsible for the payment of all tipping fees and refuse and yard waste fees. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the respective processing facility designated by the Contractor.
 - (b) Disposal of Refuse. The Contractor agrees to use only licensed landfill or transfer facilities and adhere to the laws and requirements set forth by the State of Illinois and/or the local governing body where the landfill or transfer site is located. Contractor agrees to provide a copy of the landfill or transfer location license upon request of the Township.
 - (c) Yard Waste Requirements/ Throughout the term of this Agreement, the Contractor shall have owned, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted yard waste processing facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for compliance with all Federal, State,

County, and local laws, ordinances, and regulations governing the disposal of yard waste at such a yard waste processing facility.

- (d) **Recycling Requirement.** Throughout the term of this Agreement, the Contractor shall deliver all recyclables collected in the Township to the facility designated by the Contractor.

The Contractor shall be responsible for the payment of all necessary fees that may be charged by the processing facility or other site designated by the Contractor.

No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the Township's prior written approval, which may be withheld in the sole discretion of the Township. Contractor reserves the right to add an additional fee per household for any recyclable material which Township withholds from approval which has been substantiated as non-recyclable material from the Contractor.

White goods shall be recycled for the scrap metal content of the item or recycled in such manner as technology shall allow.

36. **Title to Waste and Recyclables.** Refuse, waste and recyclables collected shall become the property of the Contractor as soon as the refuse, waste and recyclables are placed in the Contractor's vehicle. The Contractor shall retain one hundred percent (100%) of the proceeds from the sale of any refuse, waste, or recyclable materials and all recycling revenues paid to the hauler.
37. **Sticker Design.** The Township reserves the right to approve the form, design, and wording of the refuse and yard waste stickers prior to their fabrication.
38. **Electronic Waste Collection.** Contractor will collect electronic waste from residents who call in to schedule a collection at the curbside. Collection will take place four (4) times a year determined by the contractor. Contractor will collect items for a prepaid fee of thirty dollars (\$35.00 USD) per item.
39. **Breach.** If the Contractor fails to perform any of its obligations pursuant to this Agreement, the Township shall reserve the right to determine whether there has been sufficient cause to justify the Contractor's failure to provide service. If in the Township's judgement sufficient cause has been demonstrated, then the Township shall serve the Contractor with notice stating that this Agreement shall be deemed in breach if the failure is not cured within seven (7) business days after such notice.
40. **Bankruptcy.** If the Contractor shall at any time during the term of this Agreement, become insolvent, or if proceedings in bankruptcy shall be instituted by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or if the Contractor shall be adjudged bankrupt or a receiver of any property of the Contractor shall be appointed in any suit or proceedings brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, then in each and every case, this Agreement and the

rights and privileges granted hereby may, at the option of the Township, immediately cease and be forfeited and cancelled.

41. Non-Assignment. The Contractor shall not assign or subcontract the rights or interests under this Agreement or any parts thereof to any other person, firm, or corporation without the prior written consent of the Township, whose approval may not be unreasonably withheld.

42. Force Majeure. Except as otherwise provided herein, the obligations of the Contractor under this Agreement shall be suspended in the event the collection, transportation, or disposal of any waste under this Agreement is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but are not limited to, acts of God, acts of war, riot, fire or explosion, accident, flood or sabotage, lack of adequate fuel, power, raw materials or transportation facilities, governmental laws, regulations, requirements, orders or actions, natural defense requirements, acts of civil or military authority, nuclear accidents, strikes, vandalism terrorist acts, or injunctions or restraining orders. Once the suspending event ends, the Contractor shall promptly resume performance.

If the delay is caused by any of the *force majeure* circumstances set forth in this Paragraph, the time period shall be extended for only the actual amount of time the Contractor is so delayed. Further, due to an event of *force majeure* the Contractor shall give the Township written notice, and the residents of the unincorporated areas of the Township notice by the E-mail program and via their web portal of such event within three (3) business days of its occurrence.

Once the suspending event ends, the Contractor shall promptly resume performance.

43. Right to Require Performance. The failure of the Township, at any time, to require performance by the Contractor of any specifications in this Agreement shall in no way affect the rights of the Township hereafter to enforce same, nor shall waiver by the Township of any breach of specifications in their Agreement be taken or held to be a waiver of any succeeding breach of such specifications in this Agreement, nor taken or held to be a waiver of any specification itself.

44. Opt-Out List. The Contractor agrees to provide the Township, upon request, with a list of those residents of the unincorporated areas of the Township who have notified the Contractor of their decision to opt-out of the service programs (herein after "Opt-Out List"). Such Opt-Out List shall be delivered to the Township within fifteen (15) days of request.

45. Non-Discrimination. The Contractor, its employees, and subcontractors shall not commit unlawful discrimination and shall comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

46. Federal, State, and Local Laws. The Contractor shall comply at all times with all applicable federal, state, and local laws, ordinances, and regulations at any time applicable to the Contractor's operations pursuant to this Agreement. The Contractor shall obtain, at its own expense, all permits, and licenses required by law to ordinance and maintain the same in full force and effect.
47. Cooperation with FOIA Compliance. Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of Contractor, its employees and subcontractors. Contractor and all of its subcontractors shall cooperate with the Township in its efforts to comply with the Freedom of Information Act, 5 ILCS 140/1 *et seq.*
48. Township Performance. The Township agrees that it shall perform all of its obligations required by this Agreement and comply with all reasonable requests of the Contractor which are made to implement the services which are the subject of the Agreement or which facilitate the intent of the Agreement.
49. Change in Law/Increases in Contractor's Costs. The Contractor and the Township agree to negotiate any adjustment to the fees set forth in Section 31 for the Contractor's performance of future services pursuant to this Agreement in the event that there is any material increase in the Contractor's costs due to the newly enacted taxes, fees, surcharges, or impositions by local, state or federal governments, or by reason of force majeure events as described in Paragraph 42. Upon the happening of such an event, the Contractor shall notify the Township in writing of its requests to negotiate an adjustment to the fees and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have ninety (90) days from the date that the Contractor has delivered said notice to the Township in which to negotiate in good faith and agree mutually on an adjustment to the prices for the Contractor's performance of future services under this Agreement.

The approval of any request to modify the rates and charges set forth in this Agreement as a result of any change of law or *force majeure* events shall be within the discretion of the Township and shall not be unreasonably withheld.

50. Local Improvements. The Township reserves the right to construct any improvements or to permit any construction on any street which may have the effect for a time of preventing the Contractor from traveling its regular route or routes for collection. In the event of such construction, the Contractor shall, by an acceptable method, continue to collect the refuse, recyclables, and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Township or the Township residents. The Township agrees to work with the Contractor to resolve any problems due to construction activity.
51. Governing Law. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and the venue for any legal action arising out of connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit (DuPage County).

52. Severability. If any portion of this Agreement shall be deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
53. Successors and Assigns. This Agreement shall be binding upon the parties, their successors and assigns.
54. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the address thereof (1) when delivered in person on a business day at the address set forth below, or (2) on the third business day after being deposited in any branch of the U.S. Post Office for delivery by properly addressed, postage prepaid, certified or registered mail, return requested, at the address set forth below:

Wheatland Township
4232 Tower Court
Naperville, IL 60564

Notices and communication to the Contractor shall be addressed and delivered to the following:

Environmental Recycling and Disposal Services Inc.
2145 Moen Ave.
Rockdale, IL 60436
Attention: Jay Ipema

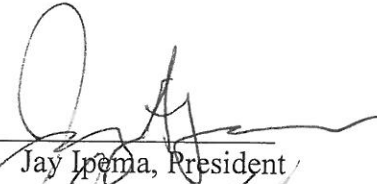
55. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
56. Entire Agreement. This Agreement constitutes the entire and only agreement between parties relating to the accomplishment of the work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed by its duly authorized officers, and the Contractor has executed this Agreement in its authorized corporate capacity as of the ____ day of _____, 2018.

WHEATLAND TOWNSHIP

ENVIRONMENTAL RECYCLING & DISPOSAL

By: 

By: 
Jay Ipema, President

Attest: _____

Attest: 